2367359
30-04-2019
Note:-Generated Through eSearch Module,For original report please contact concern SRO office.

# सूची क्र.2

दुय्यम निबंधक : सह दु.नि. जालना 3
दस्त क्रमांक : 2367/2019
नोदंणी :
Regn:63m

## गावाचे नाव : 1) जालना (न"प")

| | |
|---|---|
| (1)विलेखाचा प्रकार | घोषणापत्र |
| (2)मोबदला | 0 |
| (3) बाजारभाव(भाडेपटटयाच्या बाबतितपटटाकार आकारणी देतो की पटटेदार ते नमुद करावे) | 1 |
| (4) भू-मापन,पोटहिस्सा व घरक्रमांक (असल्यास) | 1) पालिकेचे नाव:जालनाइतर वर्णन :, इतर माहिती: मौजे जालना येथील नगर परिषद जालना चे अधिकार क्षेत्रातील शहर जालना येथील सर्वे नं. 431 पैकी न. भू. मा. क्र. 16779 क्षेत्र 2800.00 चौरस मीटर यावर क्रिष्णा प्लाझा या नावाने व्यवसायिक उपयोगी दुकान या मिळकतीचे बांधकाम करीत आहे. या संपूर्ण मिळकतीचे घोषणापत्र बाबत( ( C.T.S. Number : 16779 ; ) ) |
| (5) क्षेत्रफळ | 1) 2800.00 चौ.मीटर |
| (6)आकारणी किंवा जुडी देण्यात असेल तेव्हा. | |
| (7) दस्तऐवज करुन देणा-या/लिहून ठेवणा-या पक्षकाराचे नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास,प्रतिवादिचे नाव व पत्ता. | 1): नाव:-लिहून घेणार - बाबासाहेब पाराजी जाधव, भास्कर राजाराम आंबेकर यांचे विकसक व कु. मु. मे क्रिष्णा प्लाझा डेव्हलपर्स तर्फे पार्टनर- रितेश राधेशामजी मंत्री , वय:-36; पत्ता:-प्लॉट नं: ., माळा नं: ., इमारतीचे नाव: ., ब्लॉक नं: ., रोड नं: रा.मंत्री बंगलो, रेल्वे स्टेशन रोड, जालना, महाराष्ट्र, जालना. पिन कोड:-431203 पॅन नं:-AAUFK1748D |
| (8)दस्तऐवज करुन घेणा-या पक्षकाराचे व किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास,प्रतिवादिचे नाव व पत्ता | |
| (9) दस्तऐवज करुन दिल्याचा दिनांक | 25/04/2019 |
| (10)दस्त नोंदणी केल्याचा दिनांक | 29/04/2019 |
| (11)अनुक्रमांक,खंड व पृष्ठ | 2367/2019 |
| (12)बाजारभावाप्रमाणे मुद्रांक शुल्क | 200 |
| (13)बाजारभावाप्रमाणे नोंदणी शुल्क | 750 |
| (14)शेरा | |

सह दुय्यम निबंधक (वर्ग-२
जालना-३

| | |
|---|---|
| मुल्यांकनासाठी विचारात घेतलेला तपशील:-: | मुल्यांकनाची आवश्यकता नाही कारण दस्तप्रकारनुसार आवश्यक नाही कारणाचा तपशील दस्तप्रकारनुसार आवश्यक नाही |
| मुद्रांक शुल्क आकारताना निवडलेला अनुच्छेद :- : | Affidavit |

# CHALLAN
## MTR Form Number-6

| | | | |
|---|---|---|---|
| **GRN** MH000857155201920E | **BARCODE** | **Date** 25/04/2019-17:24:08 | **Form ID** 25.3 |

| | |
|---|---|
| **Department** Inspector General Of Registration | **Payer Details** |
| **Type of Payment** Stamp Duty Registration Fee | **TAX ID (If Any)** |
| | **PAN No.(If Applicable)** |
| **Office Name** JLN1_HQR SUB REGISTRAR JALNA 1 | **Full Name** MS KRISHNA PLAZA DEVELOPER |
| **Location** JALNA | |
| **Year** 2019-2020 One Time | **Flat/Block No.** CTS NO. 16779 |
| | **Premises/Building** |
| | **Road/Street** 2800.00 SQ. MT. |
| | **Area/Locality** JALNA |
| | **Town/City/District** |
| | **PIN** 4 3 1 2 0 3 |
| | **Remarks (If Any)** SecondPartyName=NOT APPLICABLE~ |
| **Amount In Words** Nine Hundred Fifty Rupees Only | |

| Account Head Details | Amount In Rs. |
|---|---|
| 0030046401 Stamp Duty | 200.00 |
| 0030063301 Registration Fee | 750.00 |
| **Total** | 950.00 |

**Payment Details** BANK OF MAHARASHTRA

**FOR USE IN RECEIVING BANK**

| Cheque-DD Details | | Bank CIN | Ref. No. | | |
|---|---|---|---|---|---|
| Cheque/DD No. | | | | 02300042019042509955 | 005542330 |
| Name of Bank | | Bank Date | RBI Date | 25/04/2019-17:24:51 | Not Verified with RBI |
| Name of Branch | | Bank-Branch | | BANK OF MAHARASHTRA | |
| | | Scroll No. , Date | | Not Verified with Scroll | |

Department ID : Mobile No. : 9595644224

**NOTE:- This challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered document.**

सदर चलन केवल दुय्यम निबंधक कार्यालयात नोंदणी करावयाच्या दस्तासाठी लागु आहे. बाकी नोंदणीच्या दस्तासाठी सदर चलन लागु नाही.

दु.नि.जा.३
द.क्र. 2360/2019
9 -- 09

## Department of Stamp & Registration, Maharashtra

### Receipt of Document Handling Charges

| | | | |
|---|---|---|---|
| **PRN** | 2604201901265 | **Date** | 26/04/2019 |

Received from MS KRISHNA PLAZA DEVELOPERS , Mobile number 9421643222, an amount of Rs.1420/-, towards Document Handling Charges for the Document to be registered (iSARITA) in the Sub Registrar office S.R. Jalana 1 of the District Jalna.

**Payment Details**

| | | | |
|---|---|---|---|
| **Bank Name** | MAHB | **Date** | 26/04/2019 |
| **Bank CIN** | 10004152019042601074 | **REF No.** | 001255767 |

This is computer generated receipt, hence no signature is required.

THE SEAL OF THE JOINT ... JALNA - 3

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# DEED OF DECLARATION U/S 2(A) OF MAHARASHTRA APARTMENT OWNERSHIP ACT, 1970.

This Deed Declaration is executed today on 25th day of APril 2019, by:

1. Mr. Babasaheb Paraji Jadhav
Age. 49 Years, Occ. Business
R/o. Karmad Tq. & Dist. Aurangabad
PAN. AMZPJ6760D.
ADHAR :- 4943 8606 4401
2. Mr. Bhaskar Rajaram Ambekar
Age. 58 Years, Occ. Business
R/o. Madhuban Colony, Jalana.
PAN. BTOPA2010A.
ADHAR :- 6002 1056 5690

[Hereinafter called as **OWNERS** which expression shall mean and include all their heirs' successors, legal representatives, executors, administrators and assignees.]

**AND**

**M/s. Krishna Plaza Developer**
**A Registered Partnership Firm**
**Pan :- AAUFK1748D Through its Partner :-**
**Mr. Ritesh Radheshamji Mantri**
Age. 36 Years, Occ. Business
R/o. Station Road Jalna
PAN. AMVPM1846R.

[Hereinafter called as **DEVELOPER/BUILDER** which expression shall mean and include all its present and future Partners, their heirs' successors, legal representatives, executors, administrators and assignees]

JOINT SUB-REGISTRAR (CLASS-2) JALNA - 3

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**WHEREAS :-**

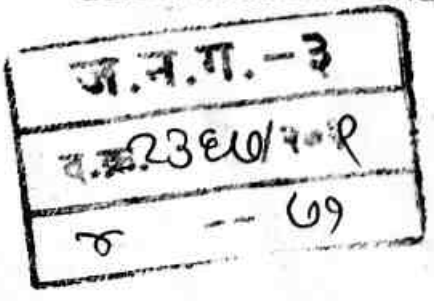
I. That the property Survey no. 431 totally admeasuring 1 Hector 09 Are out of which to the extent of 00 Hector 32 Are, however recorded in revenue record only 00 hector 26 Are in the name of owner no. 1 and owner no. 2 purchased 00 Hector 30 Are Situated at Jalna Tq. & Dist. Jalna and they purchased the same under the registered sale deed bearing no. 4674/1998 and 4675/1998 dated 26.11.1998 registered at the office of Sub-registrar Jalna accordingly their name came to be recorded in revenue record as owner and possessor as per mutation entry no. 2707 and 2708.

II. That the Mr. Bhaskar Rajaram Ambekar and Mr. Babasaheb Piraji Jadhav with intent to develop their land obtained NA permission U/s.44 of Maharashtra Land Revenue Code 1966 in file no.2014/MASHAKA/JAMEEN/CR-58/11 dated 06.02.2014 and also prepared plan and got sanction from Town Planning in file no.2018/JANAP/NARAVI/S.Kr.431(Part)/2398 dated 09.05.2018.

III. That in the year 2018 as per order of Superintendent of Land Record Jalna in file no. CTS No./Survey No.431/NAMIPU/2018 outward no.2073 dated 18.05.2018 Survey no. 431 allotted CTS No. 16779 and accordingly name of Mr. Bhaskarrao Rajaram Ambekar and Mr. Babasaheb Piraji Jadhav came to be recorded in CTS record to the extent of 2700.00 Sq.Mt., and 2340.00 Sq.Mt., respectively vide mutation entry no. 37265 dated 31.05.2018

IV. That, the Owner no. 1 desire to develop his property 2340.00 Sq.Mt. and Owner no. 2 desire to develop his property to the extent of 460.00 Sq.Mt. accordingly they entered in to Development Agreement bearing registration no. **741/2019 dated 08.02.2019** and Irrevocable Power of Attorney bearing



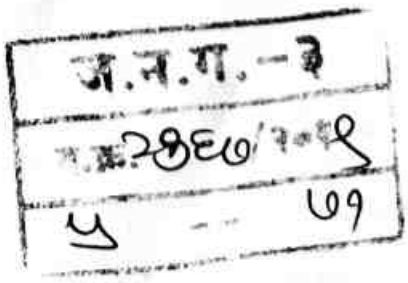
registration no. **742/2019 dated 08.02.2019** registered at the office of sub-registrar Jalna.

V. That the owner prepared plan for Construct Commercial Complex in which construction of Shops and got permission from Municipal council Jalna in file no. Out Word 245 file no. **PBCAR/632/2017 dated 09/01/2019** and Developer/Builder commenced construction as per permission granted by Municipal Council Jalna.

VI. That the shop being constructed on the property described in Schedule-A will be known as "**KRISHNA PLAZA**" and in no case the said name will be changed, in this project consist total **143 Shop**. That the land bearing property CTS No. 16779 totally admeasuring 5040.00 Sq.Mt. situated at Jalna Tq. & Dist. Jalna.

VII. That the carpet area of the said Apartment is in square meters and "**carpet area**" means the net usable floor area of an Shop, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Shop for exclusive use of the Allottee or verandah area and exclusive open terrace area appurtenant to the said Shop for exclusive use of the Allottee/Purchaser, but includes the area covered by the internal partition walls of the Shop;

Explanation:- The Carpet area stated herein includes the area covered by the internal partition walls which may be constructed of plain AAC/bricks, reinforced bricks, clay, terracotta, drywall, concrete plain or reinforced, drywall, shear walls, precast concrete as those being walls that are partitions within the internal area of the Shop and also includes area covered by internal and attached Column's/Pillars to the internal partition walls of the Shop.



VIII. The Owner/Grantor has registered the said Project under the provisions of the said Act with the **Real Estate Regulatory Authority** under The Real Estate (Regulation and Development) Act, 2016 and the Rules made thereunder, (said "ACT") on **05/03/2019 bearing Registration No. 51400019777;**.

IX. The Owner/Grantor obtained necessary permissions by various Govt. departments for development of the said Property and construction of the said Building;

X. That the commercial building being constructed on the property described in Schedule-A, will be known as **"KRISHNA PLAZA"** Commercial complex and in no case the said name will be changed, in this project consist total **143 Shops** and said building consist Four Floors such as Lower Ground, Ground Floor First Floor and Second Floor, the entire complex used for commercial purpose, location of each Shops shown in construction permission which is treated as a part and parcel of this deed of declaration and area of each unit is specifically mentioned in Schedule-B herein under.

XI. The area of each Shop, its locations and floor is specifically given in **Schedule-B** annexed hereto similarly the specific location of each of the unit and parking space are specifically shown in the construction plan which is treated as part of this declaration.

XII. That the total Shops are used for commercial purpose only. That the all units are capable of individual utilisation on account of having their own exit to a common area and facility and of the unit, and it will be sold to one or more owner, each owner obtaining a particular and exclusive property-right thereto and each Shop constituting a heritable and transferable, immovable properties within the meaning of any law for the time being in force in the case and also an undivided interest in the general and/or restricted common areas and facilities of the Shop as

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listed hereinafter in this deed, necessary for their adequate use and enjoyment and hereinafter in referred to as General and/or restricted common areas and facilities, all of the above in accordance with the Maharashtra Apartment Ownership Act 1970 as well as The Real Estate (Regulation and Development) Act, 2016 and the Rules made thereunder.

XIII. That the administration of **"KRISHNA PLAZA"** Condominium consisting as above entire project and part and parcel of the property described in Schedule-A of this deed shall be in accordance with provisions of this deed and with the provisions of byelaws, which are made a part of this deed.

XIV. That, as stated above the plan of Apartment Ownership is hereby constituted under and subject to the provisions of the Maharashtra Apartments Ownership Act 1970 and also govern by The Real Estate (Regulation and Development) Act, 2016 and the Rules made thereunder, so that the commercial-unit may be conveyed and registered as individual property capable of independent use on account of each having its own exit to a common area and facility of the building each family unit holder having an exclusive and particular right, title, interest over his respective units and in addition the specified undivided interest in the common areas and facilities and/or restricted common areas and facilities.

XV. That, so long as the Owners/Grantor owns one or more of the commercial units, the Owner/Grantor shall be subject to provisions of this deed and of the Schedule-A and Schedule-B attached herewith and the Owners/Grantor convents to take no action which will adversely affect the rights of the Association of the commercial unit owners with respect to assurance against latent defects in the building or other rights, assigned to the Association by reason of establishment of **"KRISHNA PLAZA"** Condominium.

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XVI. That the general restricted and specifically allotted common areas and facilities shall remain undivided and no unit owners shall bring any action for partition or division thereof.

XVII. That, the percentage of the undivided interest in the general and/or restricted common areas and facilities established herein shall not be changed except with the unanimous consent of all the Apartment owners expressed in amendment to this deed duly registered.

XVIII. That, the undivided interest in the general and/or restricted common areas and facilities shall not be separated from the family unit to which it appertains and shall be deemed conveyed or encumbered with the unit even though such interest is not expressly mentioned or described in the conveyance or other instrument.

XIX. That each Shop owner shall comply with the provisions of this deed, the bye-laws, decisions and resolution of the association of the Shop of its representative and failure to comply with such provisions, decisions or resolutions shall be grounds for an action to recover the sums due for damages or for injunctive relief.

XX. That the dedication of this property to the plan of Shop herein shall not be revoked or the property be removed from the plans of the Apartment Ownership Act 1970 or any of the provisions herein amended unless all of the Shop owners and mortgages all of the mortgagor's coverings the units unanimously agreed to such revocation or amendment or removal of the property from the plan by duly registered instruments.

XXI. That no Shop owner exempt himself from liability for contribution towards the common expenses by waiver of the use or enjoyment of any of the general and/or restricted common areas or facilities or by abandonment of his family unit.

XXII. All sums assessed by the association but unpaid for the share of the common expenses chargeable to any unit shall constitute a

charge on such family unit prior to all other charges except only (1) charge, if any, on the said unit for payment of Government or municipal taxes or both and (2) all sums unpaid on a first mortgage of the unit.

XXIII. That all present or future owners, tenants, future tenants or any other person, that might use the facilities of the in any manner are subject to the provisions of this deed and that the more acquisition or rental of any of the family units or the mere act of occupancy of any of the said units shall signify that the provisions of this deed are accepted and ratified the respective units shall not be rented or given on leave and license or care taker basis by the Shop owner thereof for commercial purposes.

XXIV. That if the property subject to the plan of Apartment Ownership is totally or substantially damaged or destroyed, the repair, reconstruction or disposition of the property shall be as provided by the Maharashtra Apartment Ownership Act 1970.

XXV. That, where a commercial unit is sold by a mortgagee in exercise of his powers of sale under an English mortgage or by a court in execution of a decree in a suit brought by mortgagee against the owner of such unit, then neither the MORTGAGEE nor the purchaser who, derives title to the family unit at such sale, or his successors or assignees shall be liable, for assessments by the association which became due prior to the acquisition of title by such acquirer, it being understood, however, that the above shall not be construed to prevent the Association of Apartment owner from filing and claiming charge for such assessments and enforcing same as provided by law, and that such charge shall be subordinate to such mortgage.

XXVI. That in a voluntary conveyance of a commercial unit the grantee of the unit shall be jointly and severally liable with the grantor for all unpaid assessments by the Association of Apartment owner against the latter for his share of the common

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expenses up to the time of the grant for conveyance without prejudice to the grantee's rights to recover from the grantor the amounts paid by the grantee there for. However, any such grantee shall be entitled to a statement from the Manager of Board of Managers of the Association, as the case may be, setting for the amount of the unpaid assessments against the Grantor due to the Association and such grantee shall not be liable for nor shall the family unit conveyed be subject to a charge for, any unpaid assessments made by the Association of Shop owner against the grantor in excess of the amount, therein set forth.

XXVII. That, the manager or Board of Manager of the association shall obtain and continue in effect blanket property insurance in form and amounts satisfactory to mortgages holding first mortgages covering family units, but without prejudice to the right of the owner of a family unit to obtain individual family unit insurance.

XXVIII. That, the insurance premium for any blanket insurance coverage shall be common expense to be paid by monthly assessment levied by the association of apartment purchaser and that such payment shall be held in a separate account of the Association and used solely for the payment of the blanket property insurance premium as such premium become due.

XXIX. No Shop shall be used for lottery, beer or wine shop and sale un-packed non-vegetarian products and restaurant or snacks center in any situation.

**COMMON AREAS AND FACILITIES :-**

1. All that part and parcel of the land described in Schedule-A.
2. Total R.C.C. structure of the buildings.
3. Area around the building, within the boundaries as mentioned in Schedule-A.
4. Compound Wall.

5. Lift's in building.
6. Staircase and lobby on each Floor.
7. Underground and overhead water tank and electric motor installed thereon.
8. Bore Well and Electric Motor thereon.
9. Plumbing network throughout the buildings.
10. Electric wiring network throughout the buildings.
11. Electric meter, through which the electricity is supplied to the Lift's, Electric motor installed on the underground water tank, bore well and also of the lights fixed in common areas and facilities of the building.
12. Parking area as shown in construction permission on basement floor and front side portion.

**MAITANCE PROGRAM:-**

1. Owner/Grantor will do initial six month maintenance of project from first Possession of Shop.
2. All the Shop owners, even they may be in use or not use still they have bound to pay monthly common maintenance regularly without any demure.
3. That the Shop Purchasers are bound to pay Rs.25,000/- (Rupees Twenty five thousand only) toward cuprous fund, which is separately deposited in maintenance account.
4. All that the all Shop purchasers are bound to pay society formation & one year common maintenance charges in advance i.e. Rs.1,000/- and Rs. 2500/- for society formation.
5. Owner/Grantor will maintain the Building for first six months i.e. from first sale deed of the Shop.



